



IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

LAKE COUNTY PLASTERERS AND
CEMENT MASONS FRINGE BENEFIT
FUNDS, *et al.*,

Plaintiffs,

VS.

KEVCO, INC., a Wisconsin corporation,

Defendant.

CIVIL ACTION

NO. 07 C 6515

JUDGE GEORGE W. LINDBERG

JUDGMENT ORDER

This matter coming on to be heard upon the Motion of Plaintiffs, by their counsel, it appearing to the Court that the Defendant, KEVCO, INC., a Wisconsin corporation, having been regularly served with process and having failed to appear, plead or otherwise defend, and default of said Defendant having been taken, the Court, first being fully advised in the premises and upon further evidence submitted herewith, FINDS:

1. It has jurisdiction of the subject matter herein and of the parties hereto.
2. The Defendant is bound by the terms of the collective bargaining agreement referred to in the Complaint of Plaintiffs.
3. The Defendant is obligated to make contributions to each of the Plaintiff Funds in accordance with collective bargaining agreement.
4. The Defendant is bound by all the terms and conditions set forth in the Agreements and Declarations of Trust governing the Plaintiff Funds.

5. Defendant has made available to the Plaintiffs payroll books and records for the purpose of taking an account as to all employees of the Defendant covered by the collective bargaining agreement referred to in the Complaint of the Plaintiffs to determine amounts due to Plaintiffs.

6. Plaintiffs, by the accounting firm of Levinson Simon & Sprung, P.C., caused an audit to be made to cover the period extending from October 1, 2005 through November 30, 2006.

7. Upon such audit, it is determined that there is due and owing, for such audited period, to Plaintiffs, the amount of \$9,626.40 for contributions, liquidated damages, interest and audit fees.

8. Defendant made two payments totaling \$1,604.40 toward the audit amounts due, leaving a balance due and owing of \$8,022.00.

9. Plaintiffs are entitled to make a further audit of the payroll books and records to cover periods not previously audited by Plaintiffs.

10. Defendant has failed to timely make all contributions required to be made to the Plaintiff Funds; as provided in the Agreements and Declarations of Trust governing the respective Funds, Plaintiffs are entitled to recover:

- (a) the cost of the audit of the payroll books and records of Defendant;
- (b) a sum equal to ten (10%) percent of the amount determined to be due;
- (c) costs and expenses of the Trustees, including their reasonable attorneys' fees.

11. Plaintiffs have incurred costs totaling \$375.00 and reasonable attorneys' fees totaling \$167.50.

12. Plaintiffs have expended the total sum of \$921.60 for the purpose of making the audit of the payroll books and records of the Defendant.

13. There is no just cause for delay in the entry of a Judgment Order as to the sum of \$8,565.00 owed to the Plaintiffs from Defendant.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

A. That Plaintiffs recover from the Defendant, KEVCO, INC., a Wisconsin corporation, the sum of \$8,022.00 for contributions, liquidated damages, interest and audit fees.

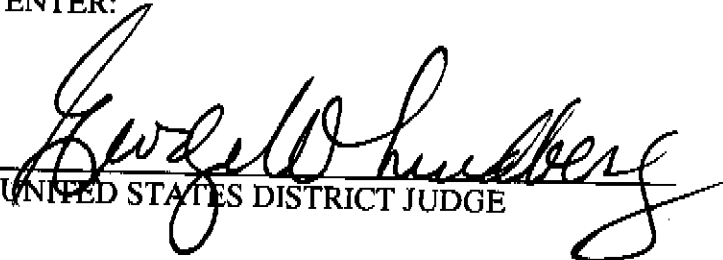
B. That Plaintiffs recover from the Defendant, KEVCO, INC., a Wisconsin corporation, the sum of \$375.00 for their costs and \$167.50 as and for Plaintiffs' just and reasonable attorneys' fees.

C. That Plaintiffs recover from the Defendant, KEVCO, INC., a Wisconsin corporation, the total sum of **\$8,565.00**.

D. Plaintiffs are awarded execution for the collection of the judgment and costs granted hereunder.

E. The Court hereby retains jurisdiction of this cause and all of the parties hereto for the purpose of enforcing this Order.

ENTER:


UNITED STATES DISTRICT JUDGE

DATED: JAN 23 2008